

**AGREEMENT BETWEEN CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT
CORPORATION AND
CITY OF CORPUS CHRISTI FOR
TYPE A AFFORDABLE HOUSING PROGRAM SERVICES**

This Agreement for Type A Affordable Housing Programs Services (“Agreement”) is entered into between the Corpus Christi Business and Job Development Corporation (“Corporation”) and the City of Corpus Christi (“City”) a Texas home rule municipality.

WHEREAS, the Texas Legislature in Section 501 of the Local Government Code (Development Corporation Act of 1979) empowered local communities with the ability to adopt an optional local sales and use tax as a means of improving the economic health and prosperity of their citizens;

WHEREAS, on November 5, 2002, residents of the City passed Proposition 2, New and Expanded Business Enterprises, which authorized the adoption of a sales and use tax for the promotion and development of new and expanded business enterprises at the rate of one-eighth of one percent to be imposed for 15 years;

WHEREAS, in the same election, the residents of the City passed Proposition 2B, Affordable Housing, which authorized the use of a portion of the sales and use tax approved under Proposition 2 for affordable housing, up to \$500,000 annually, so long as there are projects for which the amount can reasonably be used;

WHEREAS, the 1/8 cent sales tax authorized by passage of Proposition 2 and allocated under Proposition 2B for affordable housing was subsequently enacted by the City’s City Council (“City Council”) and filed with the State Comptroller of Texas, effective April 1, 2003, to be administered by the Corporation’s Board of Directors (“Board”);

WHEREAS, the Board wishes to fund affordable housing projects in an effective manner;

WHEREAS, the City through its Housing and Community Development Department (“Department”) manages several programs to assist eligible citizens with affordable housing;

WHEREAS, the City is willing to provide the services that the Board wishes to fund and has provided these services in the past for the Board;

WHEREAS, the Board has determined that it is in the best interests of the residents of the City that the City be awarded affordable housing funds, by execution of this Agreement, to accomplish the affordable housing project described in Exhibit “A” of this Agreement;

In consideration of the covenants, promises, and conditions stated in this Agreement, the Corporation and the City agree as follows:

1. Agreement to Provide Affordable Housing Services. This Agreement between the Corporation and the City is executed to implement the promotion and development of an affordable housing project described in Exhibit “A” and is incorporated in this Agreement by reference. The parties have approved this Agreement in the amount of \$749,231. This amount includes \$249,231 from funds not yet spent and rolled over from fiscal year 2013-2014 and \$500,000 from fiscal year 2014-2015.

2. Effective Date. The effective date of this Program Agreement is the date on which the City Council grants approval to the Corporation for this Project, so long as all parties have executed this Agreement.

3. Term. The term of this Agreement is from October 1, 2014 until September 30, 2015.

4. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless the amendment or modification is made in writing and signed by persons duly authorized to sign agreements on behalf of all parties.

4. Notices.

a. Any required written notices shall be sent, certified mail, return receipt requested, addressed as follows:

If to Corporation:

City of Corpus Christi Business and Job Development Corporation
Attn: President, Bart Braselton
1201 Leopard Street
Corpus Christi, Texas 78401

If to City:

City of Corpus Christi
Attn.: Director of Housing and Community Development Department
P.O. Box 9277
Corpus Christi, Texas 78469-9277

City of Corpus Christi
Attn.: City Manager
P.O. Box 9277
Corpus Christi, Texas 78469-9277

c. Notice is effective upon deposit in the United States mail in the manner provided above.

6. Relationship of Parties. In performing this Agreement, the Corporation and the City shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

**CORPUS CHRISTI BUSINESS &
JOB DEVELOPMENT CORPORATION**

Signature Title

Printed name: _____

Date: _____

ATTEST:

City Secretary

Date: _____

CITY OF CORPUS CHRISTI

Susan Thorpe
Assistant City Manager

Date: _____

APPROVED AS TO FORM:

Julian Grant
Assistant City Attorney
Attorney for Corporation

Deborah Brown
Assistant City Attorney
Attorney for City Housing and Community Development

CITY OF CORPUS CHRISTI

Corpus Christi Business and Job Development Corporation

**Affordable Housing – Existing Housing Inventory Guidelines for the Program and
Criteria for Application**

(Revised July 7, 2014)

Corpus Christi Business and Job Development Corporation Affordable Housing – Existing Housing Inventory

Guidelines for the Program and Criteria for Application

I. Purpose

The purpose of the program is to expand affordable housing opportunities for low income homebuyers by providing a deferred forgivable loan to be utilized for down payment assistance.

II. General Program Description:

The funding is available to qualified homebuyers for the purpose of providing down payment assistance for the purchase of an affordable home. Affordable housing is any house with a purchase price which does not exceed 95% of the Metropolitan Statistical Area as determined by HUD. Funds may not be used for closing costs.

The intent is to provide general terms/guidelines in order to accomplish the buy down of the purchase price to make the home affordable for households with incomes in the 80% of median income ranges (see Attachment A, 80% of Median Income Chart).

The funding will be in the form of a deferred forgivable loan up to \$20,000.

The term of affordability will be 10 years.

The loan will be amortized over the specified affordability period, commencing on the closure date, and forgiven at a rate of \$2,000 per year for every year the homebuyer lives in the house. Should the homebuyer move out before the affordability period ends then the remaining period will be pro rated and must be paid back. Recapture provisions require repayment of the total loan amount on a prorated basis. If the buyer sells the property within the affordability period, the balance of the amortized loan shall be due and payable. Any funds repaid by the homebuyer as a result of sale of the property will be used to assist other homebuyers.

The funding will be available on a first come, first serve basis and as funds are available.

Homebuyers can participate in only one of the two Type A Affordable Housing programs or any other Affordable Housing program administered by the City of Corpus Christi per fiscal year.

III. Housing Standards:

Any work that is performed on the home being purchased must be in accordance with the most current applicable City Technical Construction Codes, including the Energy Code.

Any new improvements made to the house being purchased must comply and be approved through the State Board of Insurance Windstorm Codes. A certificate must be provided as evidence of compliance.

The house must meet FHA and VA requirements.

The house can not be located in a 100 year flood plain.

If the house being purchased was built prior to 1978, the seller must provide evidence that the house has been tested and is lead free in accordance with HUD Lead Base Paint Regulations.

IV. Homebuyer Eligibility:

Prospective homebuyers shall meet the gross annual income limits adjusted for family size as determined by HUD's Section 8 Program (see Income Table). The Housing and Community Development Department (HCD) will determine the applicant's anticipated annual gross income. Anticipated annual gross income is an estimation of future income a purchasing household expects to receive based upon their current and future monthly income annualized over a 12 month period. Some examples of future income are bonuses, pay raises, commissions or over time.

Prospective homebuyers shall attend a HUD approved Homebuyer Education Class.

The purchasing household size will be determined by the Housing and Community Development Department using HUD's definition of purchasing household. Purchasing household includes all persons who will be occupying the units as their permanent residence. A member of a household is considered to a permanent member of the household if they have been living as a member of the household for at least six months or more.

Homebuyer's cash on hand cannot exceed program limits.

Housing and Community Development Department will make a determination of eligibility at the time the mortgage lender submits the required documents listed in section (V. Lender Requirements) below.

The homebuyer will be issued a Commitment Letter after the review of all submitted documents. The Commitment Letter will expire 60 days from the date of issuance. A 30 day extension may be given at the sole discretion of the Housing and Community Development Department.

The homebuyer cannot have ownership in any real estate property or ownership in any house.

V. Lender Requirements:

The Lender will be required to submit the following:

- Copy of escrowed earnest money contract;
- Final certified HUD 1003 application with signatures;
- Six most recent bank statements;
- Lender's employment verification;
- Paycheck stubs for past 6 months;
- Current federal/state issued picture identification for all purchasing members;
- Proof of U.S. citizenship or if a resident alien, must provide both a Social Security card and Green card;
- Social Security cards for all purchasing members;
- Proof of all assets;
- Certified appraisal
- Underwriter's Summary Worksheet; and
- Homebuyer class certificate issued by a HUD approved agency.

VI. Title Company Requirements:

The Title Company will be responsible for ensuring that all documents are complete and correct.

At closing, the Title Company will provide the Housing and Community Development Department, the following:

- An itemization of the closing costs (Settlement Statement);
- Deed of Trust and Promissory Note; and
- Warranty Deed.

The Title Company will execute the City of Corpus Christi's Deed of Trust and Promissory Note and forward original's to the City. The Title Company will file one original Deed of Trust and one original Promissory Note with the Nueces County Courthouse file of records.

Housing and Community Development will give the Title Company approval for closing and will process check to be issued to the Title Company. The processing of the check takes five working days, from the date and time approval is given to close.

Title Company will ensure there are no existing liens, judgments, etc. against the property being purchased by the homebuyer.

ATTACHMENT A

INCOME LIMITS (80% of MEDIAN INCOME)

Family Size	1	2	3	4	5	6	7	8
Annual Income	29,500	33,700	37,900	42,100	45,500	48,850	52,250	55,600

Revised 01/2014: Income limits are established by HUD and are subject to change without notice.

The United States Department of Housing and Urban Affairs (HUD) released the Median Purchase Price of a home for the Corpus Christi Metropolitan Area. The Housing and Community Development Department is currently utilizing the following maximum price limits;

- Newly Constructed Home (\$151,905.00)
- Existing Inventory Home (\$134,000.00)

Corpus Christi Business and Job Development Corporation

**Affordable Housing - New Construction Program Guidelines for the Program and
Criteria for Application**

(Revised July 7, 2014)

Corpus Christi Business and Job Development Corporation Affordable Housing - New Construction Program

Guidelines for the Program and Criteria for Application

I. Purpose

The purpose of the program is to expand affordable housing opportunities for low income homebuyers by providing a deferred forgivable loan to buy down the final purchase price of a home.

II. General Program Description:

The funding is available to qualified builders for the purpose of buying down the final purchase price of the affordable home.

The intent is to provide general terms/guidelines as not to limit builders on the specific use of the funds, but rather accomplish the buy down of the final purchase price to make the home affordable for households with incomes in the 80% of median income ranges (see Attachment A, 80% of Median Income Chart).

The funding will be in the form of a deferred forgivable loan up to \$20,000 per home.

The term of affordability will be 10 years.

The loan will be amortized over the specified affordability period commencing on the closure date. Recapture provisions require repayment of the total loan amount on a prorated basis. If the buyer sells the property within the affordability period, the balance of the amortized loan shall be due and payable. Any funds repaid by the homebuyer as a result of sale of the property will be used to assist other homebuyers.

The funding will be available on a first come, first serve basis and as funds are available.

Builders can participate in only one of the two 4A Affordable Housing programs or any other Affordable Housing program administered by the City of Corpus Christi per fiscal year.

III. Builder Eligibility:

The City of Corpus Christi will review the federal "Debarred" list of contractors and subcontractors for clearance to proceed as assurance we are working with creditable contractors. The City will also check the status of the builder with the Texas Residential Construction Commission's website, which will provide the builder's registration status as of August 31, 2009. This information will be used to determine if further inquiry is needed to determine whether the builder is capable of meeting the program's expectations.

IV. Construction Standards:

The work will be performed in accordance with the most current applicable City Technical Construction Codes, including the Energy Code.

The house must comply with the State Board of Insurance Windstorm Codes.

The house must meet FHA and VA requirements.

The house cannot be located in a 100 year flood plain.

The house must be constructed for wheel chair accessibility. (Door widths, blocking for grab bars, no step entrance.)

V. Homebuyer Eligibility:

Prospective homebuyers shall attend a HUD approved Homebuyer Education Class.

The household size will be determined by the Housing and Community Development Department.

Homebuyer's cash on hand cannot exceed program limits.

Housing and Community Development will make a determination of eligibility at the time the mortgage lender submits the required documents.

The homebuyer will be issued a Commitment Letter after the review of all submitted documents. The Commitment Letter will expire 60 days from the date of issuance. A 30 day extension may be given at the sole discretion of the Housing and Community Development Department.

The homebuyer cannot have ownership in any real estate property or ownership in any house.

VI. Lender Requirements:

The Lender will be required to submit the following:

- Copy of escrowed earnest money contract;
- Final certified HUD 1003 application with signatures;
- Six most recent bank statements;
- Lender's employment verification;
- Paycheck stubs for past 6 months;
- Current federal/state issued picture identification for all purchasing members;
- Proof of U.S. citizenship or if a resident alien, must provide both a Social Security card and Green card;
- Social Security cards for all purchasing members;
- Proof of all assets;
- Certified appraisal
- Mortgage Credit Analysis Worksheet; and
- Homebuyer class certificate issued by a HUD approved agency.

VII. Title Company Requirements:

The Title Company will be responsible for ensuring that all documents are complete and correct.

At closing, the Title Company will provide Housing and Community Development Department, the following:

- An itemization of the closing costs (Settlement Statement);
- Deed of Trust and Promissory Note; and
- Warranty Deed.

The Title Company will execute the City of Corpus Christi's Deed of Trust and Promissory Note and forward original's to the City. The Title Company will file one original Deed of Trust and one original Promissory Note with the Nueces County Courthouse file of records.

Neighborhood Services Department will give the Title Company approval for closing and will process check to be issued to the Title Company. The processing of the check takes five working days, from the date and time approval is given to close.

Title Company will ensure there are no existing liens, judgments, etc. against the property being purchased by the homebuyer.

VIII. Application Criteria and Process:

Builders will be required to submit an application requesting the use of funds based on the following:

- Narrative of the Proposed Project(s)
- Qualifications and Experience Information
- Financial Capabilities
- Disclosure of Interest Form
- Conflict of Interest Questionnaire Form

ATTACHMENT A

INCOME LIMITS (80% of MEDIAN INCOME)

Family Size	1	2	3	4	5	6	7	8
Annual Income	29,500	33,700	37,900	42,100	45,500	48,850	52,250	55,600

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